

## **REMARKS**

In this Amendment, Claims 20-28 are canceled, without prejudice or disclaimer, as being directed to non-elected subject matter following the Restriction Requirement of record. Applicant has also cancelled Claims 1 - 19 and 29 – 50, without prejudice or disclaimer, and added New Claims 51 – 91 as replacement claims. Claims 51 – 91 are now pending. The Examiner is respectfully requested to consider the new claims and to withdraw the rejections in view of the remarks contained herein.

Support for new Claims 51 – 91 is found in the original claims as filed. Support is also found in the specification at page 7 line 18, page 9 lines 16 to 19, and page 9 lines 24 to 26. For the Examiner's convenience, the following table provides reference between each original claim and respective replacement claim.

NEW Claim	Originally-filed basis claim now cancelled without prejudice
51	1
52	2
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90	49
91	50

Applicant has also amended the specification to correct a typographical error and a drawing element reference omission in the fifth sentence of the paragraph from lines 20 to 24 of page 5 and thereby conform the fifth sentence to the remainder of the paragraph. No new matter is entered into the specification. Therefore, entry of these minor amendments is respectfully requested.

**OBJECTIONS TO THE CLAIMS, AND REJECTIONS UNDER 35 U.S.C. § 112**

Claims 1 – 19 and 30 have been objected to, and Claims 1-19, 31, 36, 38, & 41-44 are rejected under 35 U.S.C. § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which Applicant regards as the invention. In particular, the Examiner alleged that Claim 1 lacked antecedent basis for the terminology “said tab portion,” that the arrangement of the device was

“unclear” in Claim 11, and that the terminology “second perimeter web portion” was of “uncertain meaning.” The Examiner also objected to the terminology “high line sealing pressure” in Claim 36, and the use of trademarked terms in Claims 5, 16, and 31.

In this response, Applicant has cancelled Claims 1 - 19 and 29 – 50 without prejudice or disclaimer and added New Claims 51 – 91 as replacement claims derived from Claims 1 – 19 and 29 – 50, to restate the claimed subject matter. Applicant submits that the arrangements of the device in Claims 1 and 11 (now Claims 51 and 61) have been clarified. Trademarks have not been used in the new claims. Rather, the terminology “polyamide polymer having recurrent amide groups” has being substituted for Nylon®, and “polyester polymer” has been substituted for Mylar® (as used in the respective cancelled claims). The substituted terminology is recognized by those of skill in the art per the Condensed Chemical Dictionary, Seventh Edition, (Van Nostrand Reinhold Co., New York, 1969), see attached pages. Accordingly, Applicant submits that the rejections under 35 U.S.C. § 112 should be withdrawn.

#### **REJECTION UNDER 35 U.S.C. § 103**

Claims 1-19 and 29-50 are rejected under 35 USC. § 103(a): as being unpatentable over Bonk et al. (U.S. Patent 6,399,234) and further in view of Winsel (U.S. Patent 3,660,166). Applicant respectfully traverses this rejection.

In this regard, with respect to Independent Claims 51 and 70 (and, by dependence, Claims 52 to 60 and 72 to 92), neither Bonk nor Winsel teach or suggest the features of (a) an elastomeric member bonded to a carrier with a reaction-cured bond formed during reaction curing of the elastomer along with (b) a pressure sensitive

adhesive layer bonded to a second side of the carrier, where the adhesive layer is derived from adhesive bonded to the carrier prior to reaction curing of the elastomer.

Bonk indicates that bonds between carrier materials and bonding films are enhanced by treating both at the same temperature (column 8 line 30 and ff). However, Bonk does not teach or suggest an elastomeric member bonded to a carrier with a reaction-cured bond formed during reaction curing of the elastomer. Moreover, Winsel does not teach or suggest a pressure sensitive adhesive layer bonded to a second side of the carrier, where the adhesive layer is derived from adhesive bonded to the carrier prior to reaction curing of the elastomer.

Respective to Independent Claim 61 (and, by dependence, Claims 61 – 71), neither Bonk nor Winsel teach or suggest the features of an ion-exchange polymer membrane adhesively bonded to two carrier members, with each carrier member also bonded to an elastomeric member with a reaction-cured bond formed during reaction curing of the elastomer respective to its bonded carrier.

Accordingly, Applicant submits that the devices of Claims 51 – 91 are not obvious. Consideration of the new claims is therefore respectfully requested.

#### **INFORMATION DISCLOSURE STATEMENT**


The Examiner noted that the listing of references in the specification is not a proper information disclosure statement per 37 CFR 1.98(b). An Information Disclosure Statement referencing the subject references on an accompanying form PTO-892 is filed concurrently herewith.

### CONCLUSION

It is believed that all of the stated grounds of rejection have been properly accommodated or rendered moot. Applicant therefore respectfully requests that the Examiner reconsider and withdraw all presently outstanding rejections and consider the new (replacement) claims. If the Examiner believes that personal communication will expedite prosecution of this application, the Examiner is invited to telephone Applicant's counsel at (734) 354-5445.

Respectfully submitted,

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